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Facsimile: (213) 250-7900 FILED CLERK, U.S. DISTRICT COURT FEB 2 0 2009 5 Attorneys for Plaintiff, The Doctors Company 6 7 8 UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA 10 LEWIS BRISBOIS BISGAARD & SMITH LLP 11 THE DOCTORS COMPANY, a CASE NO. CV08-07365 R (RCx) California inter-insurance exchange, 221 NORTH FIGUEROA STREET, SUITE 1200 LOS ANGELES, CALIFORNIA 90012-2601 TELEPHONE (213) 250-1800 12 Plaintiff, 13 STIPULATION FOR ENTRY OF CONSENT JUDGMENT AND PERMANENT INJUNCTION; VS. 14 HAN S. KIM, an individual; THE PHYSICIANS GROUP INSURANCE ORDER THEREON 15 **BROKERAGE & FINANCIAL** RESOURCE LLC dba THE 16 PHYSICIANS GROUP, a California corporation; and DOES 1 through 10, 17 Defendants. 18 19 20 21 It is hereby stipulated by and between the parties, through their respective counsel, that the following order be entered: 22 23 24 25 26 27 28 -1-4840-6373-5043.1

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NOW THEREFORE IT IS ORDERED, ADJUDGED, AND DECREED AS A FINAL AND BINDING JUDGMENT THAT:

- 1. By August 24, 2009, Defendants HAN S. KIM and THE PHYSICIANS GROUP INSURANCE BROKERAGE & FINANCIAL RESOURCE LLC ("Defendants") shall pay to THE DOCTORS COMPANY ("Plaintiff" or "TDC") the sum of Two Thousand Dollars (\$2,000.00) by check delivered to Plaintiff's attorneys and made payable to THE DOCTORS COMPANY. Should Defendants fail to pay the \$2,000.00 by August 24, 2009, the amount owed will be \$15,000.00 which will accrue at 10% interest. This obligation is joint and several.
- 2. Defendants, their affiliates, subsidiaries, parents and their respective officers, agents, servants and employees, and all persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, will cease and desist, and refrain from, anywhere in the world, directly or indirectly:
 - (a) Making any representations that they represent "all" carriers or have access to all carriers on their website(s) or in business dealings;
 - (b) Making any representations about any direct affiliation with TDC, SCPIE, PULIC or other TDC subsidiaries on their website(s) or in business dealings;
 - (c) Obtaining (or relaying to consumers) any indications or quotes for insurance coverage by TDC, SCPIE, PULIC or other TDC subsidiaries directly from TDC, SCPIE, PULIC, etc. at any time;
 - (d) Obtaining (or relaying to consumers) any indications or quotes for insurance coverage by TDC, SCPIE, PULIC or other TDC subsidiaries indirectly from insurance wholesalers of TDC, SCPIE, PULIC, or TDC subsidiaries, for a minimum of three years.

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The parties agree that this Court will retain jurisdiction over this Action and the parties to enforce this Order; and that this Court shall have the power to order all remedies cognizable at law or at equity, including mandatory or prohibitory injunctions, any damages, disgorgement of profits, attorney fees, costs, punitive remedies, or other relief that this Court deems just and proper, that result from a violation of this Order.

2-20-2009 -9

LEWIS BRISBOIS BISGAARD AND SMITH LLP

Daniel C. Decarlo Mina I. Hamilton

Attorneys for Plaintiff

February 19, 2009 Date:

Christopher Brainard Attorneys for Defendants

IT IS SO ORDERED.

Date: 2 · 20 · 09

UNITED STATES DISTRICT